

Document reference	Title	No of pages
	This cover page	1
C3.1	<i>Employer's Service Information</i>	
C3.2	<i>Contractor's Service Information</i>	
	Total number of pages	

C3.1: EMPLOYER'S SERVICE INFORMATION

Contents

Part 3: Scope of Work	1
C3.1: Employer's service Information	2
1 Description of the service	5
1.1 Executive overview	5
1.2 Employer's requirements for the service	5
1.2.1 HVAC&R System	5
1.2.2 Power Electronics System	7
1.2.3 Safety	7
1.2.4 Working hours	7
1.2.5 Skilled personnel	7
1.2.6 Call outs	8
1.2.7 Misuse and abuse	8
1.2.8 Environmental	8
1.2.9 Quality	8
1.2.10 Spares and Consumables	9
1.2.11 Quality inspections	9
1.2.12 Submission of Reports	9
1.3 Interpretation and terminology	10
2 Management strategy and start up	10
2.1 The Contractor's plan for the service	10
2.2 Management meetings	10
2.3 Contractor's management, supervision, and key people	11
2.4 Provision of bonds and guarantees	11
2.5 Documentation control	11
2.6 Invoicing and payment	11
2.7 Contract change management	11
2.8 Records of Defined Cost to be kept by the <i>Contractor</i>	11
2.9 Insurance provided by the <i>Employer</i>	11
2.10 Training workshops and technology transfer	12
2.11 Design and supply of Equipment	12
2.12 Things provided at the end of the <i>service period</i> for the <i>Employer's</i> use	12
2.12.1 Equipment	12
2.12.2 Information and other things	12
2.13 Management of work done by Task Order	12
3 Health and safety, the environment and quality assurance	13
3.1 Health and safety risk management	13

3.2	Environmental constraints and management.....	13
3.3	Quality assurance requirements	13
4	Procurement	14
4.1	People	14
4.1.1	Minimum requirements of people employed	14
4.1.2	B-BBEE and preferencing scheme	14
4.1.3	Accelerated Shared Growth Initiative – South Africa (ASGI-SA)	14
4.2	Subcontracting	14
4.2.1	Preferred subcontractors	14
4.2.2	Subcontract documentation, and assessment of subcontract tenders	15
4.2.3	Limitations on subcontracting	15
4.2.4	Attendance on subcontractors.....	15
4.3	Plant and Materials	15
4.3.1	Specifications	15
4.3.2	Correction of defects	15
4.3.3	Contractor’s procurement of Plant and Materials.....	15
4.3.4	Tests and inspections before delivery	15
4.3.5	Plant & Materials provided “free issue” by the <i>Employer</i>	15
4.3.6	Cataloguing requirements by the <i>Contractor</i>	15
5	Working on the Affected Property	16
5.1	Employer’s site entry and security control, permits, and site regulations	16
5.1.1	Security and Access.....	16
5.1.2	Access Control for Persons.....	16
5.1.3	Removal of Persons from the Power Station	16
5.1.4	Removal of Goods from the Power Station.....	16
5.1.5	Access Control for Vehicles	16
5.1.6	Visitors.....	17
5.1.7	Firearms	17
5.1.8	Power Station Fences	17
5.1.9	Helicopter Traffic	17
5.1.10	Contractor’s Security	17
5.1.11	Cleanliness and Housekeeping.....	17
5.1.12	Waste Removal and Disposal	17
5.1.13	Signage	18
5.1.14	Works Area Limits	18
5.1.15	Dust Suppression	18
5.2	People restrictions, hours of work, conduct and records	18
5.2.1	Hours of Work	18
5.2.2	Competence Testing of Contractor’s Personnel	18
5.2.3	Anti-poaching Undertaking	19
5.2.4	Transportation of Contractor’s Personnel.....	19
5.2.5	Power Station Induction Programme	19

5.2.6	Substance Abuse Testing.....	19
5.2.7	Accommodation Policy	20
5.2.8	Industrial Action Policy	20
5.3	Health and safety facilities on the Affected Property	21
5.4	Environmental controls, fauna & flora	21
5.5	Cooperating with and obtaining acceptance of Others	21
5.6	Records of Contractor's Equipment	21
5.7	Equipment provided by the <i>Employer</i>	21
5.8	Site services and facilities	21
5.8.1	Provided by the Employer	21
5.8.2	Provided by the Contractor.....	26
5.9	Control of noise, dust, water and waste	26
5.10	Hook ups to existing works	26
5.11	Tests and inspections	26
5.11.1	Description of tests and inspections.....	26
5.11.2	Materials facilities and samples for tests and inspections	26
6	List of drawings.....	27
6.1	Drawings issued by the <i>Employer</i>	27

1 Description of the service

1.1 Executive overview

The employers service information is for the maintenance, installation, and repair of mechanical and electrical components on the HVAC&R and Power Electronics systems. This is to be done at Grootvlei Power Station situated in Balfour, Mpumalanga.

1.2 Employer's requirements for the service

The scope of work entails the maintenance, installation, and repair of mechanical and electrical components on the HVAC&R and Power Electronics systems at Grootvlei Power Station outlined as follows:

1.2.1 HVAC&R System

The contractor shall

- Complete all work as stipulated under Planned Maintenance (PM's) schedules issued by the Employer. This should be completed at Contractor's normal working hours.
- Comply to Employer's administration processes (e.g., SAP, attendance registers)
- Ensure that all work complies with all legal and safety aspects.
- Ensure that all maintenance activities are recorded and monitored. These records should be available for verification by the Employer or the inspector at any time.

Specific duties of the Contractor

The Contractor shall

- Attend all daily and monthly site meetings to discuss any items arising in connection with maintenance and repair of mechanical and electrical components and any other safety related matters.
- Ensure that they report to PTM HVAC&R Section Manager daily about the duties they will perform on the day.
- Ensure that their Technician trained and authorised both as Appointed Person and Responsible Person within six months after the contract has been entered.
- Ensure that all Artisans are trained for Access Control to access the Plant.
- Ensure that on arrival during normal working hours, they sign the attendance register provided by Employer.
- Conduct maintenance and repairs on the electronic controllers, pressure and temperature switches and other process control equipment.
- Installs, adjust, inspect, service and repair a variety of mechanical equipment and mechanical parts of electrical machinery utilized in the HVAC&R System.
- Make repairs and maintenance on chiller plant, condensers, compressors, centrifugal pumps, and pump bearings.
- Develop, implement, and maintain an effective program of equipment and outage maintenance work.
- Conduct equipment inspection to ensure that the equipments are in safe condition for use whenever testing and repair as needed.
- Tests and maintains heating, ventilating and air conditioning such as compressors, condensers, pumps, control systems, fans humidifiers, chillers, and heat exchangers.
- Installs, repairs and maintain domestic air-condition split units.
- Supervises a program of preventive maintenance of the electrical and/or mechanical equipment, structures and building of power station operation; makes regular inspections and tests of facilities to determine the overall condition of the plant.
- Ensures availability of parts and supplies, by assessing jobs and determining parts that are needed for the job.

The scope includes but not limited to maintenance of:

1. Ventilation system

For the purpose of this contract, the following boundaries shall be applicable on this plant area:

Activity:

- Performing all maintenance and repairs activities related to ventilation systems.
- Closing out of Planned and Corrective Maintenance work.
- Do a general visual inspection of the ventilation system and report any abnormalities.
- Check and report fire equipment defects.

- Use Donkin fan maintenance instructions and any specific instructions as outlined.
- Report any defects to HVAC&R Manager.

2. Split and window units

For the purpose of this contract, the following boundaries shall be applicable on this plant area:

Activity:

- Performing all maintenance, repairs and installation activities related to split and window unit systems.
- Provide support during operation of these systems

3. Chiller plant (Online Analyser Chillers, Air Handling Units)

For the Purpose of this contract, the following boundaries shall be applicable on this plant area:

Pumps: Repairs and service, and alignment of condenser and chilled water pumps

Activity:

- Performing all maintenance activities related to chiller systems
- Provide support during operation of these systems
- Provide support during unit light ups

4. Motors

For the Purpose of this contract, the following boundaries shall be applicable on this plant area: All Air Handling units and ventilation units

Activity:

All HVAC&R plant maintenance activities, including:

- Performing all maintenance activities related to motors
- Provide support during operation of these systems
- Provide support during outages on this system
- Performing daily inspection on housekeeping, plant abnormalities and report finding to the service manager.
- The contractor will be responsible to carry out the interval and changes when required as stipulated by the planner.
- The contractor will also do the day-to-day maintenance, clean filters, check temperatures and pressures on the system.

5. Dampers

For the Purpose of this contract, the following boundaries shall be applicable on this plant area: Unit 1 -6, SOB and all outside plants

Activity:

- Performing all maintenance, repairs activities related to damper systems
- Provide support during operation of these systems
- Fixing of leaks during running conditions
- Execute outage scopes

6. Ducting

For the Purpose of this contract, the following boundaries shall be applicable on this plant area: Ducting

Activity:

- Performing all maintenance activities related to ducting systems
- Provide support during operation of these systems

Activity:

- All workshop related activities including but not limited to welding and grinding, shaping, cutting etc.
- Other work as approved by the Service Manager for the whole station

HVAC&R plant

The Contractor provides a maintenance service to the whole of Grootvlei Power Station as and when required (Including Unit 1- 6, All outside plant and ash Dumps) as approved by the Service Manager for the whole station.

1.2.2 Power Electronics System

Note: Power Electronics equipments includes Battery Chargers, Uninterruptible Power Supplies (UPSs), Batteries (Lead Acid and Nicad cells), Variable Speed Drives, Thyristor Drives and Cathodic Protection.

The contractor shall

- Conduct all work according to PTM work instructions
- Do maintenance on all batteries for Power Electronics equipments
- Check for any defects in the battery rooms and report them to relevant departments
- Clean battery rooms and battery terminals
- Clean battery control panels
- Measure Specific Gravity (SG) and voltages on all cells and record them accordingly
- Top-up batteries with demineralised water and ensure level is at acceptable level
- Grease battery terminals with Vaseline to ensure connection get corroded
- Keep up to date with all technical documentation revision
- Ensure that all Planned Maintenance (PM's) issued are closed out timeously
- Risk assessment to be done on each task
- No task is to be carried out without the Limited Access Register/Permit to Work
- Assist technical staff in correcting/repairing defects on Power Electronics equipments in the plant
- Assist technical staff in investigation and performing tests and maintenance on Power Electronics equipment in the plant
- Assist technical staff on all installation and commissioning of all Power Electronics equipments in the plant
- Removing of equipment after decommissioning has been completed
- Ensure that you get authorised to gain access into battery room (Limited Access Register Authorization)
- Attend all PTM's and or Grootvlei Power Station meetings as required
- Must be able to work overtime as and when required. Senior personnel from the section must be present and provide transportation to and from work. Request to work overtime documentation must be completed and approved prior to work and forms to be handed in to service manager for final approval.

1.2.3 Safety

The Contractor must comply to the Occupational Health and Safety Act. No. 85 of 1993,

- Construction Regulation
- Safety procedures
- SHE specifications – 32-136
- Plant Safety Regulations
- Compensation of injuries and disaster ACT 130 of 1993
- Incident management procedure – 32-95
- Life Saving Rules
- All employees of the Contractor rendering a service must attend Safety Induction training before commencement of work on site.

1.2.4 Working hours

The Contractor's working hours, in terms of the contract, are

Monday to Thursday - 07h15 to 16h30

Fridays - 07h15 to 12h15

This excludes weekends and Public holidays

During working hours, all contracted staff should be on site.

1.2.5 Skilled personnel

The Contractor shall provide trained personnel for the implementation of all work.

Flagging possible future capital projects such as refurbishment, upgrading of filters.

- The Contactor will identify any need for modifications necessary to enhance the long-term health of the plant
- Any other duty as may be felt necessary to enhance maintenance of Grootvlei Power

- Station's filters will be negotiated between the Employer and contractor.
- Implementing modifications as requested by the Employer.

Equipment surveys

- The Contractor's Supervisor staff shall carry out annual surveys on all equipment.
- A detailed report covering the following will be submitted to the employer by no later than end of March each year: -
 - a) The part replacement and repairs.
 - b) All tests, issuing of certificates, etc. as stipulated in OSH Act, 1993, will be carried by the Contractor, at the cost of the Contractor.
 - c) Recommendations to improve the efficiency of operation and to maintain the investment of the Employer's capital equipment.

1.2.6 Call outs

1. The Contractor shall attend to any stoppage or malfunction of the equipment during the Contractor's working hours, with a response of less than one (1) hour.
2. Callout service will consist of emergency adjustment to restore an inoperative or faulty unit to safe and satisfactory service.
3. The Contractor shall provide a callout service to respond to any stoppage or malfunction of the equipment at any time after the Contractor's normal working hours, providing a 24-hour standby service, the respond time to be on site after the callout is one hour.
4. The Contractor's Maintenance Supervisor support shall be available for callout after Contractor's normal working hours.
5. In the case of any major breakdown, a repair plan of action must be submitted to the Employer within 12 hours. Repair work to commence on the exact time agreed between the Employer and the Contractor on this plan of action. No additional cost to the Employer for this service will be acceptable.
6. Only persons authorised by the Contractor will carry out any work on the equipment in terms of the contract. Should work be carried out by any other company or person prior to or during the contract, the Contractor shall have no liability to the Employer for any act or omission on the part of the company or person, irrespective of the cause. The Contractor must inform the Employer if work is to be carried out by another company or person.
7. The Contractor will not assume possession or control of any part of the equipment, all of which shall remain exclusively the property of the Employer.

1.2.7 Misuse and abuse

- Call outs and repairs which arise because of misuse and abuse to any equipment, are excluded from the contract.
- Before the commencement of any work, the Employer must be notified.
- The Contractor will be liable for any loss or damage to any equipment caused by misuse or abuse.

1.2.8 Environmental

The Contractor must comply with the following:

- Environmental Management System
- National Environmental Management Act
- Eskom SHEQ policy
- Grootvlei Environmental Aspect and Impact Identification, Rating and Management Procedure
- Grootvlei Environmental Communication Procedure
- Grootvlei Emergency Preparedness Plan
- Grootvlei Non-conformance, Corrective and Preventive Actions Procedure
- Grootvlei Waste Management procedure
- Hazardous substance procedure
- Eskom Flash report
- SHEQ File Index
- Site Inspection Checklist

1.2.9 Quality

The Contractor guarantees to utilize the Manufacturer's or Employer approved parts, components, and lubricants. If original parts are not available, the Employer must be informed. In the event of the Manufacturer's or Employer approved parts not being available, the Contractor and Employer will negotiate a subsequent approved part to be used.

The Contractor shall comply with requirement of Eskom Supplier Quality Management Specification. The Contractor should submit the documents required under Category 3 of Eskom Supplier Quality Management Specification

The Supplier shall complete and sign Form A (Enquiry/Contract/Quality Requirements)

The Supplier shall submit a copy of ISO 9001 (or latest applicable revision) certificate or Objective Evidence of a QMS that complies with ISO 9001 (or latest applicable revision)

The following documents (Approved/ Signed Copies) shall be submitted:

- Quality Management System Manual
- Quality Policy
- Control of Documents Procedure
- Control of Records
- Internal Audit Procedure
- Control of Nonconformity Products or Services Procedure
- Corrective Action Procedure
- Preventive Action Procedure

The QMS should drive all the Supplier's business management processes to ensure that all Eskom's requirements are fully met on a consistent basis.

The Supplier shall submit a Draft Contract Quality Plan. The plan must address the minimum requirements as per ISO 10005.

The Supplier shall submit a Draft Inspection and Test Plan (ITP) or Quality Control Plan (QCP). The plan must address the minimum requirements as per ISO 10005(If applicable).

The Supplier shall submit a copy of the Appointment Letter and CV/Resume of their Quality Management Representative (QMR).

The Supplier shall submit copies (minimum 3) of their Customer Satisfaction Survey reports.

1.2.10 Spares and Consumables

All spares and consumables will be supplied by the Employer.

All defective components replaced during repairs shall remain the property of Eskom and all new spares must be certified as correct by the Supervisor before installation.

Spare parts

The Contractor's stock will be a comprehensive range of Manufacturer's or Employer's approved parts to ensure that downtime is kept to a minimum.

1.2.11 Quality inspections

The Contract will ensure that annually quality inspections are performed by the Contractor's quality audit group to ensure the required standards of maintenance are met.

1.2.12 Submission of Reports

The Contractor will be required to attend site meetings as called for by the Employer's Representative

The Contractor will keep a daily diary. Equipment and labour reports conducted on a daily basis must be kept for inspection, and submitted with the revised programme

The format of all reports is to be agreed with the Employer's Representative prior to submission

The report shall contain particulars and detail of the whole works completed and shall include:

- Details of equipment replaced / repaired
- Location of replaced / repaired equipment
- Key sketch of project work undertaken
- Final Quality Control reports

1.3 Interpretation and terminology

The following terminology is used in this Works Information:

Terminology	Description/Interpretation
N/A	N/A

The following abbreviations are used in this Works Information:

Abbreviation	Meaning given to the abbreviation
B-BBEE	Broad Based Black Economic Empowerment
QMS	Quality Management System
SAPS	South African Police Services
SD&L	Supplier Development and Localisation
SSA	Site Specific Agreement
TSC	Term Services Contract

2 Management strategy and start up.

2.1 The Contractor's plan for the service

The Contractor submits only one programme, which incorporates the programmes of all of his Sub-contractors if any. The interface points between his different Sub-contractor's works and the Contractor's works are clearly identified. The Contractor's programme submitted for approval in terms of this contract indicates the proposed periods for all activities and prices. For each activity, the start date, completion date, activity duration, predecessors and links to activities are clearly indicated. This programme will be captured in SAP which is the system that has been adopted by the Employer for all planning, progress monitoring and reporting on the Grootvlei site

NB: A draft copy of your programme indicating all tasks to be performed for the project from start to finish is to be provided as a tender returnable before contract award

2.2 Management meetings

The Employer and the Contractor (and any other co-opted members) meet as and when required to report the overall progress and as a minimum, the following is addressed:

- Contractor's current activities progress and planned finish dates.
- Contractor's planned start and finish dates for the works
- Contractor's and Employer's programme agenda compared for problematic differences.
- The progress of any other relevant activities.
- To discuss any technical or commercial issues

Management Meetings will be held on a as and when required basis between the Service Manager and the Contractor. The venue for these meetings is as determined by the Service Manager

These meetings will be chaired by the Service Manager as follows:

Title and Purpose	Approximate Time & Interval	Location	Attendance by:
Daily Morning Meeting	07:15	Project Building	Employer and Contractor Site Representative
Monthly SHEQ Meeting	1/Monthly	Project Building	Employer and Contractor Site Representative

All meetings shall be recorded using minutes or a register prepared and circulated by the person who convened the meeting. Such minutes or register shall not be used for the purpose of confirming actions or instructions under the contract as these shall be done separately by the person identified in the conditions of contract to carry out such actions or instructions. Any action of the Service Manager, Supervisor, Contractor and Other co-

opted member implied in the minutes of the meetings are to be confirmed by a separate communication given in accordance with this contract.

2.3 Contractor's management, supervision, and key people

The Contractor shall provide the Employer with a detailed organogram of all staff and management on the contract. This must be revised quarterly and must reflect any changes to the staff and management structure. The Employer reserves the right to audit and verify the structure.

2.4 Provision of bonds and guarantees

None

2.5 Documentation control

The Contractor will submit the following documents to the Employer for review, the Employer will review the documents for acceptance and inform the Contractor if the documents have been accepted or if it is not accepted and stating the reasons of not the accepting the documentation. The Employer will give the Contractor reasonable time which will be agreed to between the Contractor and the Employer to respond or re-submit the documents. The Employer's Supervisor shall be entitled to request the Contractor to provide additional reports when in his/her opinion they are warranted to monitor the progress of the work.

The documents are as follows:

- Summary of work done
- Estimated time duration about the future work required
- Budget cost price about the future work required
- Bill of materials about future work required
- Criticality of the work

2.6 Invoicing and payment

Within one week of receiving a payment certificate from the Service Manager in terms of core clause 51.1, the Contractor provides the Employer with a tax invoice showing the amount due for payment equal to that stated in the Service Manager's payment certificate.

All invoices to be emailed to:

invoicessskomlocal@eskom.co.za

The Contractor shall address the tax invoice to
Eskom Holdings SOC Limited
Accounts Payable Department
Grootvlei Power Station
Private Bag X

and include on each invoice the following information:

- Name and address of the *Contractor* and the *Service Manager*;
- The contract number and title;
- *Contractor's* VAT registration number;
- The *Employer's* VAT registration number 4740101508;
- Description of service provided for each item invoiced based on the Price List;
- Total amount invoiced excluding VAT, the VAT and the invoiced amount including VAT;
- (add other as required)

Add procedures for invoice submission and payment (e. g. electronic payment instructions)

2.7 Contract change management

The Employer may instruct changes to the scope at any time, each instruction shall set out the change and the date on which it becomes effective; and must be issued to the Contractor in writing to be valid.

2.8 Records of Defined Cost to be kept by the Contractor

The Contractor must keep all documentation related to the compensation events, quotes, and instructions from the Employer for the period of 5 years after contract completion for audit purposes.

2.9 Insurance provided by the Employer

The insurance policy provided by the Employer will be dealt with as specified in Clause 86.1 TSC.

2.10 Training workshops and technology transfer

Describe type and frequency of any on job training workshops, as well as any obligation for technology transfer being included as part of the *service* or at the end of the *service period*.

2.11 Design and supply of Equipment

None

2.12 Things provided at the end of the *service period* for the *Employer's* use

2.12.1 Equipment

None

2.12.2 Information and other things

At the end of the service period the Contractor will be required to provide the Employer with the following:

- he Contractor's Safety file.
- The specifications and data of the plants, trees, and any other installations or plantation that was made by the Contractor during the service period.

2.13 Management of work done by Task Order

A task order will be issued on an as and when required basis to the Contractor by the Employer's representative, on the work that needs to be done. This task order will be accompanied by a SAP 45 (order) number for reference purposes when the Contractor invoices.

3 Health and safety, the environment and quality assurance

3.1 Health and safety risk management

The Contractor shall comply with the health and safety requirements contained in the Grootvlei Safety, Health and Environmental Specification as updated. The Employer's Safety Officers shall inspect the Contractor Working Areas and Facilities for compliance to Eskom's standards.

3.2 Environmental constraints and management

The Contractor shall comply with the environmental criteria and constraints stated in the Grootvlei Environmental Management Plan (EMP) as updated and the Record of Decision (RoD).

3.3 Quality assurance requirements

The Contractor shall comply with environment management system, ISO 14001 and the Grootvlei Environmental Procedures as listed in the specification table. This includes the identification, collection, storage, transportation, and disposal of waste. Hazardous waste shall be disposed in line with the applicable environmental legislation. It is important to note that all spillages must be cleaned immediately and reported to the Service Manager as soon as possible. It is the responsibility of the polluter to clean all spillages and for the rehabilitation of the polluted land.

4 Procurement

- The Contractor must provide the following procurement services in performing their scope:
- Preparation of Employer approved supplier and Sub-Contractor's lists for equipment and contracts to be submitted to the Employer for review and approval.
- Follows the least cost and time procurement strategies.
- Contract management services for the selection, appointment and management of Sub-Contractors requires to execute the scope.
- The services of all buyers, contracts officers, inspectors, expeditors and other personnel necessary to procure and deliver all plant, material, equipment, supplies and services necessary to provide the scope.
- Receives and evaluates all bids/quotations and compiles a bidders evaluation report detailing the technical, commercial and costing components of each bid.
- Obtains the Employers' approval prior to committing any contracts or orders.
- Obtains delivery dates from Sub-Contractors and suppliers in order to realize the Completion Date.
- Receiving of invoices, verification thereof in terms of purchase orders and contract provisions, certification of invoices as being correct and payable and supply of correct invoices to the Employer within.
- Management of and negotiating of all suppliers and Sub-Contractors compensation events and recommendations to the Employer as to the validity, amount and payment of such events.
- Determination of penalties payable by suppliers and Sub-Contractors and recommendation to the Employer as to the enforcement of such penalties prior to any communication to suppliers and Contractors.
- Ensuring that all suppliers and Sub-Contractors, from whom the Contractor procures equipment and materials do not retain, encumber or reserve title to such items.

4.1 People

4.1.1 Minimum requirements of people employed

All workers should be based at Grootvlei Power Station or around the nearby surrounding areas.

4.1.2 B-BBEE and preferencing scheme

The Contract shall:

- Maintain the Required B-BBEE Recognition Level for the duration of the Agreement.
- Provide Eskom with a valid Verification Certificate and such other information as Eskom may reasonably request, in respect of which the Contractor claims maintenance for the duration of the Agreement of the Required B-BBEE Recognition Level. For the purpose of this clause "verification Certificate" means a verification certificate and the accompanying documentary proof confirming the B-BBEE Status of a particular entity as issued by an accredited verification agency.
- Comply with and fulfil its obligations in respect of the Supplier Development and Localisation and the Industrialisation Programme (the latter, if any) in accordance with and as provided for in the Supplier's SD&L & Localisation Obligations Schedule.

Without limiting or derogating from Eskom's other rights under the Agreement including Eskom's rights to terminate the Agreement, Eskom shall be entitled to claim (and to deduct from the consideration payable) a penalty equal to ZAR 300 000.00 (three hundred thousand Rand) if the Contractor fails to maintain the Required B-BBEE Recognition Level for the Stated Time; subject to the proviso, however, that the penalty shall not be applied if the Contractor re-achieves the Required B-BBEE Recognition Level within 184 days of first losing it and thereafter maintains the Required B-BBEE Recognition Level for the balance of the Agreement.

4.1.3 Accelerated Shared Growth Initiative – South Africa (ASGI-SA)

None

4.2 Subcontracting

4.2.1 Preferred subcontractors

This Contract does not constitute an agreement of employment, partnership, joint venture or agency between Eskom and the Contractor and shall not give rise to any relationship of employer and employee, master and servant or principal and agent between Eskom and the Contractor or between Eskom and any employee, agent, or sub-Contractor of the Contractor. Accordingly, neither the Contractor nor Eskom shall have the power, nor purport to make a contract in the name of the other, to grant or pledge credit of the other, to incur liability on behalf of the other, or to employ any person on behalf of the other.

The Contractor shall not be entitled to sub-contract the whole of the services but shall, subject to Eskom's consent (which consent shall only be valid if given in writing and signed by the Eskom Representative), be entitled to sub-contract selected parts of its obligations in terms of this Agreement to any other person/s, provided that such sub-contracting shall not relieve the Contractor of its obligations and the Contractor shall remain liable for all and any acts or omissions of such person/s as though they were acts or omissions of the Contractor.

The Contractor shall not be entitled to cede, delegate, assign or otherwise transfer any of its rights and/or obligations without the prior written consent of Eskom, which consent shall not be unreasonably withheld.

4.2.2 Subcontract documentation, and assessment of subcontract tenders

Prior to appointment of a sub-contract, the Contractor shall submit to Eskom all detail of the Contractor, including B-BBEE details, for verification.

4.2.3 Limitations on subcontracting

None

4.2.4 Attendance on subcontractors

None

4.3 Plant and Materials

4.3.1 Specifications

Scaffolding will be provided by the Employer, request for scaffolding must be made at least 24 hours in advance. The employer will make available equipment such as mobile crane, forklift, cherry picker, tractor.

The Contractor provides accommodation and transport for all his employees engaged in the execution of the works. This includes the needs of his subcontractors.

4.3.2 Correction of defects

The Contractor shall provide maintenance and repair of all the equipment necessary to provide the services. All defects to the works shall be rectified as specified in QM 58.

4.3.3 Contractor's procurement of Plant and Materials

The Contractor may be required to provide the Employer with a technical data sheet of the equipment or material supplied to the Employer. A guarantee and warrantee certificate may also be required for any plant and material supplied by the Contractor to the Employer.

4.3.4 Tests and inspections before delivery

None

4.3.5 Plant & Materials provided "free issue" by the Employer

None

4.3.6 Cataloguing requirements by the Contractor

None

5 Working on the Affected Property

5.1 Employer's site entry and security control, permits, and site regulations

5.1.1 Security and Access

The Employer will provide perimeter security and access control for access to Grootvlei Power Station. Strict access control shall be followed 24 hours a day at all entrances to the Station. All persons and vehicles entering or exiting the Station may be subjected to searches and the Employer reserves the right to refuse entrance to the Station to any person not meeting security and/or access requirements.

From time to time, and as required, the Employer will issue policies and procedures regarding Grootvlei Power Station security and access control. These policies and procedures shall be strictly adhered to by the Contractor. The Employer shall be entitled, at his discretion, to amend or relax the Station's security and/or access requirements to deal with emergencies or other circumstances justifying such amendment or relaxation.

Any breach of security must be reported to the Employer immediately.

5.1.2 Access Control for Persons

The Contractor's Personnel and any visitors to Grootvlei Power Station must be in possession of a valid identification card supplied by the Employer. Applications for identification cards shall be made in the form prescribed by the Employer. The identification cards shall be used to gain access to the Station and only persons with legitimate business will be allowed access.

Applications for identification cards shall be made in good time prior to access being required. Lost, stolen or damaged cards shall be reported to the Employer immediately. A fee shall be charged for replacement cards.

Identification card holders will be required to produce their identification cards for a photo to face at the security check points. Where a card holder's right of access to the Station is withdrawn, his identification card will be electronically cancelled. It is the responsibility of the Contractor to ensure the card is returned to the Employer.

5.1.3 Removal of Persons from the Power Station

The Employer may remove from the Station (or from any other places if any, as may be specified under the Contract as forming part of the Site) any person who poses a risk to the Station or to the progress thereof, or who poses a risk to security or to the health and safety of persons at the Station (or at such other places if any, as may be specified under the Contract as forming part of the Site).

The Employer furthermore may remove from the Station (or from any other places if any, as may be specified under the Contract as forming part of the Site) any person who ceases for any reason, to have legitimate business thereon.

If any such person was permitted access as Contractor's Personnel or as a visitor of the Contractor, the Contractor shall, at the request of the Employer, take all steps necessary to ensure his removal from the Station (or from such other places forming part of the Site, as the case may be).

5.1.4 Removal of Goods from the Power Station

All persons removing inter alia materials, equipment, toolboxes, temporary facilities etc. from the Station must be in possession of a valid gate release permit. Applications for general or specific gate release permits shall be made in the form prescribed by the Employer.

5.1.5 Access Control for Vehicles

Only a limited number of Contractor and Subcontractor non-construction vehicles will be allowed into the Station. As a general rule, however, Contractors' and visitors' personal vehicles are not allowed within the Station and must be parked in the designated area and the Contractor is required to collect his visitors from the access point.

Vehicle entry cards will be issued at the discretion of the Employer on receipt of an application signed by the Contractor. Applications for vehicle entry cards shall be made in a form prescribed by the Employer.

5.1.6 Visitors

Before entering the Station, visitors (meaning any person other than the Contractor's Personnel) must be in possession of a valid identification card supplied by the Employer.

Applications shall be made in a form prescribed by the Employer prior to access being required and visitors must be in possession of positive identification. The Contractor's visitors shall be subject to all Station rules and regulations including those related to Health & Safety and discipline. As a minimum requirement, visitors must wear safety shoes, hard hats and any other personal protective equipment as required by the Employer and must be always accompanied by their hosts whilst at the Station.

5.1.7 Firearms

Firearms will not be permitted at the Station (nor at any other places if any, as may be specified under the Contract as forming part of the Site). This restriction does not, however, apply to the South African Police Services (SAPS) in the pursuance of official duties.

5.1.8 Power Station Fences

The modification or removal of Power Station fences is strictly prohibited unless otherwise instructed by the Employer.

5.1.9 Helicopter Traffic

In addition to compliance with applicable Law, helicopter landings at the Station (except emergency aid Helicopters) require the prior approval of the Employer. Applications for landing shall be submitted in the form prescribed by the Employer. Applications shall include the following details, as a minimum:

- Purpose of visit.
- Date of landing.
- Estimated time of arrival on and departure from Station.
- Number and names of passengers.
- Company represented and registration number of helicopter.

5.1.10 Contractor's Security

The Contractor is solely responsible for the protection and security of the works and all areas allocated to him, including his allocated lay-down areas and areas outside the Station, if any, which are specified under the Contract as forming part of the Site.

For areas outside the Station which are specified under the Contract as forming part of the Site, the Contractor shall also be responsible for implementing access control for persons (including Contractor's Personnel and visitors) and vehicles. Such access control shall be to the satisfaction of the Employer and shall be subject to the direction and control of the Employer.

5.1.11 Cleanliness and Housekeeping

The Contractor shall maintain a high standard of cleanliness during the conduct of his activities at the Station (and at other places if any, as may be specified under the Contract as forming part of the Site). The Contractor shall, at all times maintain, clean and attend to the upkeep of the Site and such other areas as may be allocated for storage of materials, site offices, etc. to the satisfaction of the Employer. The Contractor shall at all times keep these areas, clean and free from accumulation of waste materials and refuse regardless of the source.

During sweeping and dusting, the Contractor shall ensure that a minimum amount of dust is liberated into the atmosphere. Cleaning by vacuum cleaners is preferred and the use of compressed air for cleaning is prohibited.

5.1.12 Waste Removal and Disposal

The Contractor is responsible for the prompt removal of all waste to a designated disposal area. The disposal area will be on or in the vicinity of the Station and will be designated by the Employer. Waste must only be disposed of at a designated area.

For the purpose hereof, "waste" means any matter, whether liquid or solid or any combination thereof, which is a by-product, emission, residue or remainder of any process or activity carried out in connection with the works and which is not reused on the Site in the ordinary course of carrying out the works within 7 (seven) days of maintenance.

The Contractor shall provide an adequate number of marked bins and containers at offices, in yards, at workshops and on the Site for the temporary storage of waste. These bins and containers shall be to the satisfaction of the Employer.

The Contractor shall be required to segregate certain items of waste by type as designated by the Employer. Bins and containers shall be emptied, and waste removed to the designated area at least once a week. All the temporary storage areas for bins and containers must be kept tidy and shall not constitute a nuisance to others. The Contractor shall take all steps required to avoid the spillage of waste alongside the bins and containers and during removal and disposal.

All waste that cannot be contained in either a bin or container must be placed on a temporary waste site the position of which shall be to the satisfaction of the Employer. The waste shall be removed as soon as possible but, in any event, at least once a week. No burning of waste shall be allowed at the Station (or at other places if any, as may be specified under the Contract as forming part of the Site) unless otherwise approved by the Employer.

Hazardous waste shall be dealt with in accordance with the safety, health and/or environmental requirements of the Contract, as applicable, and the Contractor is solely responsible for the proper disposal thereof in accordance therewith.

5.1.13 Signage

No signage shall be erected by the Contractor at the Power Station (or at other places if any, as may be specified under the Contract as forming part of the Site) without the prior specific or general approval of the Employer. The positioning and content of signage, whether required by applicable Law and/or otherwise required to be displayed by the Contractor under the Contract, shall be subject to applicable policies and procedures issued by the Employer from time to time.

No Contractor notice boards will be allowed on the main road, other than signs necessary to facilitate deliveries, but the Contractor will be permitted to erect his own notice board at the Station, in the vicinity of the Site, or at other places, if any, as may be specified under the Contract as forming part of the Site, the positioning of which, must have the prior approval of the Employer.

5.1.14 Works Area Limits

The Employer will designate the working area boundary limits and assign for the Contractor's use access roads, parking areas, storage areas, existing facilities areas and construction areas. The Contractor shall not trespass in or on areas not so designated. The Contractor shall be responsible for keeping Contractor's Personnel out of areas not designated for Contractor's use, except, in the case of isolated work located within such areas for which the Contractor shall have been authorised under the Work Co-ordination Process.

5.1.15 Dust Suppression

Except as otherwise directed by the Employer, the Contractor shall provide dust suppression for the Contractor's yard and for the Contractor's working areas. The Employer will, however, provide dust suppression for roads and other common areas which are not used exclusively or primarily by the Contractor.

5.2 People restrictions, hours of work, conduct and records

5.2.1 Hours of Work

The Contractor shall be expected to start working from 07:15 to 16:30 (Monday - Thursday) and from 07:15 to 12:15 (Fridays) during weekdays.

5.2.2 Competence Testing of Contractor's Personnel

Contractor's Personnel to be employed at the Station (or at other places if any, as may be specified under the Contract as forming part of the Site) for any semi-skilled or skilled operation may be tested by the Employer at any time at the Station. This may include, at the Employer's discretion, the actual performance of the operation and/or training and testing related to performance of the operation. The Employer reserves the right to prevent any person from carrying out any operation that such person is not fit or qualified to perform. The satisfactory passing of the induction operation test requirements will result in the certification of the Contractor's Personnel to perform that specific operation at the Station (and/or at such other places if any, as may be specified under the Contract as forming part of the Site). This certification shall not reduce in any way the Contractor's responsibilities to perform the work as per the Contract requirements, including in a

safe manner. The certification may be revoked by the Employer if such person ceases to be fit or qualified to perform the work in question at any time.

5.2.3 Anti-poaching Undertaking

The Contractor shall not recruit or attempt to recruit staff and labour from amongst the personnel of other Contractors during the execution of their work.

This restriction shall not however, prevent the Contractor from recruiting a person where:

- That person has been demobilised or the employment of that person has been terminated for any reason other than by resignation.
- The person has resigned, and a period of 90 days has lapsed from the date of resignation, or
- The person has been released by the other Contractor for employment by the Contractor (evidenced by written confirmation to this effect by the other Contractor).

Notwithstanding the above, if a person has been dismissed by any other Contractor for misconduct or for poor performance, he shall not be employed by the Contractor at the Station (or at any other places if any, as may be specified under the Contract as forming part of the Site) without the prior approval of the Employer.

5.2.4 Transportation of Contractor's Personnel

Due to the remoteness of the Power Station, the Contractor is required to provide suitable mass transportation facilities to and from and shuttling within the Station (and/or to and from other places if any, as may be specified under the Contract as forming part of the Site) for Contractor's Personnel.

Without limiting the Contractor's other obligations under the Contract relating to transport of persons, the Contractor shall ensure that Contractor's Personnel are transported only in licensed and roadworthy vehicles, driven by licensed drivers, which are fit for purpose, properly maintained and which comply with applicable Law as a minimum. Transport of Contractor's Personnel in the back of trucks, tractors or light delivery vehicles is strictly prohibited.

5.2.5 Power Station Induction Programme

The Employer will provide a site-specific induction for all personnel and visitors to the Power Station. This induction will include as appropriate, information regarding identification and access, work rules, environmental protection, industrial relations, health & safety, and miscellaneous site-specific requirements. All persons entering the Power Station will be required to attend induction training and to attend repeat induction training as appropriate. The induction training is expected to take up one full day. Contractor's Personnel must be in possession of a valid identification card in order to undergo induction training.

The provision of a site-specific induction by the Employer does not however, relieve the Contractor of his/her obligation to ensure that Contractor's Personnel and visitors receive appropriate induction training, and the Employer assumes no liability by providing induction training.

5.2.6 Substance Abuse Testing

There shall be zero tolerance for substance abuse at the Power Station (and at other places if any, as may be specified under the Contract as forming part of the Site).

Throughout the work at the Power Station (and/or to other places if any, as may be specified under the Contract as forming part of the Site), periodic seminars and instruction programs may be given by the Employer on the recognition of the characteristics, behaviours, detection, and reporting of substance abuse and persons fitness for duty. All Contractor's supervisory personnel, (including superintendents and foremen), and other key Contractor's Personnel involved at in the work at the Power Station (and/or to other places if any, as may be specified under the Contract as forming part of the Site) shall be required to attend this training and the Contractor shall make Contractor's Personnel available for and encourage their participation in these programs.

Any person who is or appears to the Employer to be under the influence and/or has failed or refused to submit to a substance abuse test may be refused access to the Power Station. If such person is Contractor's Personnel, the Contractor shall take necessary steps against such person (including disciplinary action, where appropriate, and the removal of the person from the Power Station or from other places if any, as may be specified under the Contract as forming part of the Site).

Being “under the influence” includes the presence of drugs or alcohol in a person's system (whether detectable through behaviour and/or testing) to the extent the person's faculties are in any way impaired and/or to the extent the person is unable to perform work in a safe and productive manner. Insofar as the consumption of alcohol is concerned, alcohol levels in the blood in excess of 0.02% shall be considered as being under the influence. Without limitation, persons shall likewise be considered to be under the influence where the presence of drugs or alcohol corresponds to or exceeds accepted medical standards or those prescribed under applicable Laws.

The Employer shall be entitled to conduct random testing of any person at the Power Station (or at other places if any, as may be specified under the Contract as forming part of the Site) and/or require the Contractor to test any Contractor's Personnel suspected of being under the influence of any substance or suspected of being in possession of alcohol or drugs.

The Contractor shall, at his/her cost, put in place measures (including all required testing capabilities) necessary to ensure compliance herewith. The measures to be employed by the Contractor will include a drug detection and prevention program which will include, but not be limited to, the following:

5.2.6.1 Pre-Assignment Testing

Contractor's Personnel at the Power Station must pass a pre-assignment drug screening / alcohol test. This pre-assignment test must be undertaken within ten days prior to reporting for work to the Power Station. Contractor's Personnel will only be permitted initial access to the Power Station against evidence of this test having been passed and such person having been certified drug/alcohol free to the Employer's satisfaction. Contractor's Personnel who visit the Power Station on a short-term basis (being not longer than 14 days unless otherwise approved by the Employer) are not subject to this pre-assignment drug testing requirement.

5.2.6.2 Continuing Random Drug Testing

The Contractor shall conduct periodic unannounced (random) testing at the Power Station (and at other places, if any, as may be specified under the Contract as forming part of the Site) at least once each month. The date of such testing shall be selected using a means that, to the Employer's satisfaction, randomly selects the date within the time frame specified, so that the date is unpredictable to the potential subject of the testing.

Contractor's supervisory personnel at the Power Station (and at other places, if any, as may be specified under the Contract as forming part of the Site) will not be informed of the date of testing and the selected Contractor's Personnel will not be notified until the morning of the selected day.

Contractor's Personnel to be tested shall be selected using a means which, to the Employer's satisfaction, randomly selects the number of subjects (10% minimum) from among the pool of all Contractor's Personnel actually at the Power Station (and at other places, if any, as may be specified under the Contract as forming part of the Site). Possible subjects shall include all Contractor's Personnel present at the Power Station (and at other places, if any, as may be specified under the Contract as forming part of the Site) on the day selected for random testing, including those who have been selected for testing on previous occasions. The subjects shall be identified by a unique and individual identification number. It is therefore conceivable that an individual could be selected to undergo testing more than one time in any given period.

Testing shall, as a minimum

5.2.6.2.1 Comprise onsite enzyme immunoassay screening and/or colorimetric alcohol saliva screening and

5.2.6.2.2 Include for cocaine, opiates, amphetamines, and marijuana.

The Contractor shall be required to confirm all positive tests by gas chromatography / mass spectrometry laboratory analysis (or by other means acceptable to the Employer).

The Contractor shall provide regular updates of these random tests to the Employer. All positive tests shall be reported to the Employer immediately and in writing. Evidence that Contractor's Personnel has passed a substance test shall be provided to Employer within three days of completion of the test.

5.2.7 Accommodation Policy

No accommodation will be provided by the Employer.

5.2.8 Industrial Action Policy

The Contractor shall comply with the Site-Specific Agreement (SSA) conditions as applicable.

5.3 Health and safety facilities on the Affected Property

The Contractor should provide at his cost, a First Aid service to his employees. In the case where these prove to be inadequate, like in the event of a serious injury, the Employer's Medical Centre and facilities will be available.

Outside the Employer's office hours, the Employer's First Aid Services will only be available for serious injuries and life-threatening situations.

The Employer will be entitled however, to recover the costs incurred, for the use of the above Employer's facilities, from the Contractor.

5.4 Environmental controls, fauna & flora

The Contractor shall comply with the environmental criteria and constraints stated in Grootvlei Environmental Management Plan (EMP) as updated.

5.5 Cooperating with and obtaining acceptance of Others

Except as directed by the Employer, the Contractor shall in no way interfere with, remove, adjust, or operate plant, materials and/or equipment of or being supplied or operated by other Contractors. Without derogating from the foregoing, the Contractor shall not cut reinforcing steel, remove concrete, drill holes into concrete or structural steel, weld on to reinforcing bars or structural steel without the approval of the Employer. The Contractor shall, at all times, keep the work of other Contractors free from dropping, dripping and spattering of materials used in their work.

5.6 Records of Contractor's Equipment

The Contractor is responsible for replacement and replenishment of equipment and vehicle. Asset registers of such equipment shall be maintained by the Contractor and shall be audited by the Employer from time to time.

5.7 Equipment provided by the *Employer*

Scaffolding will be provided by the Employer, request for scaffolding must be made at least 24-hours in advance. The employer will make available equipment such as mobile crane, forklift, cherry picker, tractor.

5.8 Site services and facilities

5.8.1 Provided by the Employer

5.8.1.1 General

The Employer will at his expense arrange for, develop, and maintain the various facilities and services indicated in the attached Power Station Facilities and Services Matrix at or near the Power Station, as applicable. These services and facilities are provided on the basis detailed below.

Site Facilities & Services Matrix

Site Facilities, Utilities and Services	Provided by		Details
Item	Contractor	Employer	
Office			
Office structure		X	
Office furniture		X	
Office equipment		X	
Tools			
Work tools		X	
Special work tools		X	
Equipment			
Test equipments		X	
Communication			
Internet connection		X	
Radio & cell phone communication	X		
Telephone			
Telephone main service line		X	
Telephone line connection to Contractor		X	
Contractor's telephone equipment and system wiring		X	
Electrical Power			
Main power source and maintenance		X	
Lighting			
Structures interior lighting and maintenance		X	
General area site lighting and maintenance		X	
Water - potable and non-potable			
Water source		X	
Construction water usage payment		X	
Drinking water distribution	X		

Site Facilities, Utilities and Services		Provided by		Details
Item	Contractor	Employer		
Heat				
Temporary heating facilities/system	X			
Sanitary Facilities				
Construction primary sanitary facilities and maintenance		X		
Contractor's structures construction sanitary facilities and maintenance		X		
Access Roads				
Primary access roads and maintenance		X		
Contractor specific access roads and maintenance	X			
Primary access road dust control		X		
General Work-related dust control	X			
Provide construction parking area and maintenance		X		
Storage Facilities				
Onsite lay-down space		X		
Contractor storage area maintenance	X			
Construction warehousing	X			
Tool storage facilities	X			
Climate controlled storage facilities	X			
Construction equipment fuelling facilities	X			
Security				
Overall site security		X		
Contractor specific areas security	X			
Overall site security access card and fingerprint system and materials		X		
Medical Facilities				
Onsite first aid/medical services		X		
Project emergency ambulance		X		
Heliport Area		X		
Fire Protection				
Construction fire protection – fire extinguishers		X		
Construction fire protection - stand pipe		X		
Overall site fire brigade participation		X		
Construction fire equipment & vehicles		X		
Clean-up				
General refuse offsite disposal		X		
Contractor general refuse collection and onsite disposal	X			
Contractor field office cleaning service		X		
Hazardous waste disposal and clean up/rehabilitation	X			
Concrete source				
Concrete source	X			
Concrete usage payment	X			
Concrete test facilities and testing	X			

Site Facilities, Utilities and Services		Provided by		Details
Item	Contractor	Employer		
Scaffolding				
Scaffolding supply/erection		X		
Welding				
Welder testing	X			
Welder test facilities	X			
Welding/cutting consumables	X			
Food Services				
Allowed onsite - Yes/No	No			
Canteen		X		
Canteen fee payment	X			

All facilities or services not specifically indicated as provided by the Employer in the attached Site Facilities and Services Matrix but required for the works (including roads, assigned lay-down yard improvements, and access needed by the Contractor in the performance of the works), shall be provided, maintained, and removed when no longer required, by the Contractor. Except as otherwise stated in the Contract, all Contractor provided facilities and services shall be to the satisfaction of the Employer.

The provision or cessation of such Contractor provided facilities or services, and the erection, installation and removal thereof and/or of related equipment, requires the Employer's approval.

5.8.1.2 Power Station Parking

The Employer will provide and maintain parking and general use roads at the Power Station. A parking lot will be located outside the Contractor's offices used by Personnel and visitors. Parking facilities will be limited. Contractor's Personnel and visitors failing to park as directed while using this lot may have their vehicle removed and/or be banned from future use of the lot.

A limited number of Contractor and Sub-Contractor non-construction vehicles will be allowed onto the Power Station. The Employer's approval and an appropriate permit will be required as authorisation for such vehicles to be brought on to the Power Station.

5.8.1.3 Fire Fighting and Fire Protection

The Contractor shall comply with all applicable Laws and the Power Station's fire protection requirements, as amended from time to time, in respect of fire protection requirements during construction. The Contractor alone shall be responsible for providing adequate fire protection.

Without limitation, the Contractor shall provide adequate fire protection equipment in each warehouse, office, and other temporary structures, and in each work area being occupied to the satisfaction of the Employer. Access to sources of fire water shall be identified and kept open at all times. Suitable fire extinguishers shall be provided in enclosed areas, in areas which are not accessible to fire water, or in areas which may be exposed to fire that cannot be safely extinguished with water. Each fire extinguisher shall be of a type suitable for extinguishing fires that might occur in the area in which it is located. In areas where more than one type of fire might occur, the type of fire extinguisher required in each case shall be provided. Each extinguisher shall be securely placed and maintained in a convenient, clearly identified location for accessibility in the event of fire. The Contractor shall check, and service fire extinguishers as required by the applicable Law and standards.

Additionally, where the works include elevations, the Contractor shall provide a dry firewater standpipe at a convenient location at the Site to which a pump truck (supplied by others) could be connected to provide water at the various upper elevations of the building. Hose connections and hoses shall also be provided at these elevations. Any operation with potential for starting a fire shall include a designated fire watch person.

Only work procedures which minimise fire hazards to the extent practicable shall be used. Combustible debris and waste materials shall be collected and removed from the Project Site each day. Fuels, solvents, and other volatile or flammable materials shall be stored away from the construction and storage areas in correctly marked, safe containers.

Unless specified in the Contract for a particular application, untreated canvas, paper, plastic, and other flammable flexible materials shall not be used at the Power Station for any purpose. Corrugated paper and other flammable packing materials will not be permitted for the storage or handling of materials in any areas where they present a fire hazard. If such flammable materials are on Plant or Materials that arrive at the Power Station, they shall be removed and replaced with an acceptable covering before the Plant or Materials are moved from the Contractor's yard into working areas.

Acceptable flexible materials for covering in the working areas shall be waterproof and flame resistant.

5.8.1.4 Water

The Contractor shall exercise economy in use of the water obtained from the Employer.

5.8.1.5 Electricity

- All points of supply requested by the Contractor are provided in terms of quantity and location at the discretion of the Service Manager.
- No connection is made to the permanent installation at the Power Station without the prior acceptance of the Service Manager.
- No guarantees of power supply quality are given, and power supply outages of some duration may occur without warning. Planned outages are also a possibility. The Contractor makes arrangements at his own expense to improve continuity and quality of power where necessary for any reason and no claim of any nature relating to power failures is considered.
- 220 and 380V power source will be available near the off-terrace site area. It is the Contractor's responsibility to connect to this power source and obtain statutory Certificate of Compliance for such a connection or installation. The use of this power supply is used to cater for the Contractor's office requirements and is not to be used for any construction purpose. Construction power is available to the Contractor within the main turbine and boiler house.
- All installations or equipment connected to a supply of electricity provided free of charge by the Employer shall comply with all relevant safety regulations and requirements. Failure to comply with the safety requirements may lead to immediate disconnection.
- The Contractor shall provide, at his own expense, all temporary wiring and cabling to lead power from the point of supply or distribution boards, to the various points where it is required, maintain same and remove on completion.

5.8.1.6 Sanitation and Sewage

The Employer will provide and operate a sewage treatment plant and general use toilet facilities at the Project Site. Until this plant and toilet facilities are in operation and to supplement Contractor's remote work areas, the Employer will provide the necessary sanitary facilities for all Contractors. This will include chemical toilets and toilets with holding tanks as needed. Routine maintenance and emptying of these facilities shall be based on the level of usage to assure sanitary and health requirements are met. The Contractor shall provide, maintain, and remove when no longer needed, all pipe, pumps, and hardware to connect the sewage treatment plant to his office facilities from a connection point designated by the Employer. Installations shall be to the satisfaction of the Employer.

5.8.1.7 Lighting

The Employer will provide and maintain general use Project Site lighting in the form of pole or mast mounted lighting fixtures. This general use lighting will comprise area lighting at the construction parking area and the Project Site entrance, at the site office areas, immediately outside the Boiler and Turbine houses and near power centres.

No local or Project Works lighting will be provided by the Employer. Accordingly, all temporary local lighting required by the Contractor, including lighting required to comply with the applicable Law, shall be provided by the Contractor at his own expense.

5.8.2 Provided by the Contractor

Facilities provided by the Contractor are described in paragraph 5.8.1.1 (Site Facilities & Services Matrix).

5.9 Control of noise, dust, water and waste

Any form of waste e.g., gases, must be properly managed and controlled and be disposed of according to site Waste Management Procedures.

5.10 Hook ups to existing works

The performance of the works which affects the Employer's operations, or the systems of other Contractors shall be scheduled to be performed only at times approved by the Employer. The procedure for carrying out work which of necessity interrupts the Employer's operations, or the systems of other Contractors, or imposes abnormal operating conditions on their systems, is subject to the work Co-ordination Process and the approval of the Employer.

5.11 Tests and inspections

5.11.1 Description of tests and inspections

The Contractor is responsible for providing quality inspections as per the scope requirements and rectifies all defects within agreed time period.

The Contractor shall supply the end of job documentation associated with the services. The end of job documentation consists of the signed off (where applicable) completion forms of acceptance by the Employer.

5.11.2 Materials facilities and samples for tests and inspections

None

6 List of drawings

6.1 Drawings issued by the *Employer*

This is the list of drawings issued by the *Employer* at or before the Contract Date and which apply to this contract.

Drawing number	Revision	Title